Case	Case Filing Date
Display Technologies, LLC v. BLU Products, Inc. 2-17-cv-00067 (EDTX)	1/23/2017
Display Technologies, LLC v. ZTE (USA) Inc. 2-17-cv-00068 (EDTX)	1/23/2017
Display Technologies, LLC v. LG Electronics USA, Inc. 2-17-cv-00069 (EDTX)	1/23/2017
Display Technologies, LLC v. HTC America, Inc. 2-17-cv-00070 (EDTX)	1/23/2017
Display Technologies, LLC v. Canon USA, Inc. 2-17-cv-00192 (EDTX)	3/13/2017
Display Technologies, LLC v. Nikon, Inc. 2-17-cv-00193 (EDTX)	3/13/2017
Display Technologies, LLC v. Olympus America Inc. 2-17-cv-00194 (EDTX)	3/13/2017
Display Technologies, LLC v. Panasonic Corporation 2-17-cv-00195 (EDTX)	3/13/2017
Display Technologies, LLC v. Ricoh Americas Corporation 2-17-cv-00196 (EDTX)	3/13/2017
Display Technologies, LLC v. HTC America, Inc. 2-17-cv-01057 (WDWA)	7/10/2017
Display Technologies, LLC v. Gibson Innovations USA, Inc. 1-17-cv-01426 (DDE)	10/11/2017
Display Technologies, LLC v. Pioneer & Onkyo U.S.A. Corporation 1-17-cv-01427 (DDE)	10/11/2017
Display Technologies, LLC v. Yamaha Corporation of America 3-17-cv-03005 (NDTX)	10/31/2017
Display Technologies LLC v. Yamaha Corporation of America 2-18-cv-00861 (CDCA)	2/2/2018
Display Technologies, LLC v. JVCKenwood USA Corporation 2-18-cv-07244 (CDCA)	8/17/2018
Display Technologies, LLC v. Como Audio, LLC 1-18-cv-01390 (DDE)	9/6/2018
Display Technologies, LLC v. Pyle Pro Audio Corp. 1-19-cv-04282 (EDNY)	7/25/2019
Display Technologies, LLC v. Inmusic, LLC 0-19-cv-61896 (SDFL)	7/26/2019
Display Technologies, LLC v. Klip Xtreme, LLC 0-19-cv-61897 (SDFL)	7/26/2019
Display Technologies, LLC v. Furrion LLC 3-19-cv-00699 (NDIN)	8/29/2019

Case	Case Filing Date
Display Technologies, LLC v. Alpine Electronics of America, Inc. 2-20-cv-10392 (EDMI)	2/14/2020
Display Technologies, LLC v. Aston Martin LLC 1-20-cv-00258 (DDE)	2/23/2020
Display Technologies, LLC v. FCA US LLC 1-20-cv-00259 (DDE)	2/23/2020
Display Technologies, LLC v. Ferrari North America, Inc. 1-20-cv-00260 (DDE)	2/23/2020
Display Technologies, LLC v. Jaguar Land Rover North America, LLC 1-20-cv-00261 (DDE)	2/23/2020
Display Technologies, LLC v. Ava Enterprises LLC 1-20-cv-00262 (DDE)	2/23/2020
Display Technologies, LLC v. Soundstream, Inc. 1-20-cv-00334 (DDE)	3/4/2020
Display Technologies, LLC v. Ava Enterprises, Inc. 2-20-cv-03054 (CDCA)	4/1/2020
Display Technologies, LLC v. AP Global, Inc. 2-20-cv-05041 (CDCA)	6/8/2020
Display Technologies, LLC v. Clarion Corporation of America 8-20-cv-01028 (CDCA)	6/8/2020
Display Technologies, LLC v. Mazda Motor of America, Inc. 8-20-cv-01029 (CDCA)	6/8/2020
Display Technologies, LLC v. Namsung America, Inc. d/b/a Dual Electronics Corporation 6-20-cv-01405 (MDFL)	8/6/2020
Display Technologies, LLC v. Audio Partnership LLC 8-20-cv-01828 (MDFL)	8/6/2020
Display Technologies, LLC v. Zenreach, Inc. 5-20-cv-06621 (NDCA)	9/22/2020
Display Technologies, LLC v. Cloud4Wi, Inc. 1-20-cv-07803 (SDNY)	9/22/2020
Display Technologies, LLC v. Leantegra, Inc. 1-20-cv-07816 (SDNY)	9/22/2020
Display Technologies, LLC v. Mobstac, Inc. 1-20-cv-07817 (SDNY)	9/22/2020
Display Technologies, LLC v. GoZone WiFi, LLC 8-20-cv-02679 (MDFL)	11/13/2020
Display Technologies, LLC v. Paedae, Inc. 2-20-cv-11287 (CDCA)	12/14/2020
Display Technologies, LLC v. Porsche Cars North America, Inc. 6-21-cv-00230 (WDTX)	3/9/2021

Case	Case Filing Date
Display Technologies, LLC v. General Motors, LLC 6-21-cv-00240 (WDTX)	3/10/2021
Display Technologies, LLC v. Harley-Davidson, Inc. 6-21-cv-00242 (WDTX)	3/10/2021
Display Technologies, LLC v. American Honda Motor Co., Inc. 6-21-cv-00304 (WDTX)	3/29/2021
Display Technologies, LLC v. Toyota Motor Sales, USA, Inc. 1-21-cv-00283 (WDTX)	3/30/2021
Display Technologies, LLC v. Toyota Motor Sales, USA, Inc. 6-21-cv-00313 (WDTX)	3/30/2021
Display Technologies, LLC v. Mercedes-Benz USA, LLC 6-21-cv-00766 (WDTX)	7/27/2021
Display Technologies, LLC v. OLYMPUS CORPORATION OF THE AMERICAS 5-21-cv-03502 (EDPA)	8/5/2021
Display Technologies, LLC v. Greater Goods, LLC 4-21-cv-00988 (EDMO)	8/7/2021
Display Technologies, LLC v. iHealth Labs, Inc. 3-21-cv-06454 (NDCA)	8/20/2021
Display Technologies, LLC v. Ascensia Diabetes Care US Inc. 2-21-cv-16342 (DNJ)	8/31/2021
Display Technologies, LLC v. Nikon Americas, Inc. 2-21-cv-04904 (EDNY)	8/31/2021
Display Technologies, LLC v. Omcron Healthcare, Inc. 1-21-cv-04783 (NDIL)	9/9/2021
Display Technologies, LLC v. ForaCare, Inc. 2-21-cv-07507 (CDCA)	9/20/2021
Display Technologies, LLC v. Microlife USA, Inc. 8-21-cv-02487 (MDFL)	10/22/2021
Display Technologies, LLC v. Microlife USA, Inc. 0-21-cv-62199 (SDFL)	10/22/2021
Display Technologies, LLC v. Trividia Health, Inc. 0-21-cv-62206 (SDFL)	10/25/2021
Display Technologies, LLC v. Volvo Car USA, LLC 6-21-cv-01111 (WDTX)	10/27/2021
Display Technologies, LLC v. Nonin Medical, Inc. 0-21-cv-02456 (DMN)	11/5/2021
Display Technologies, LLC v. Arkray USA, Inc 0-21-cv-02458 (DMN)	11/5/2021
Display Technologies, LLC v. BMW of North America, LLC 6-21-cv-01214 (WDTX)	11/22/2021

Case	Case Filing Date		
Display Technologies, LLC v. i-SENS USA, Inc. 2-21-cv-09614 (CDCA)	12/13/2021		
Display Technologies, LLC v. A&D Medical Company, Limited 3-21-cv-09595 (NDCA)	12/13/2021		
Display Technologies, LLC v. Beurer North America, LP 0-21-cv-62521 (SDFL)	12/17/2021		
Display Technologies, LLC v. Dariohealth Corp. 1-21-cv-11141 (SDNY)	12/29/2021		
Display Technologies, LLC v. Hill-Rom Holdings, Inc. 1-22-cv-00117 (NDIL)	1/7/2022		
Display Technologies, LLC v. Etekcity Corporation 8-22-cv-00062 (CDCA)	1/12/2022		
Display Technologies, LLC v. Mocacare Corp. 5-22-cv-00219 (NDCA)	1/12/2022		
Display Technologies, LLC v. Informed Data Systems, Inc. 1-22-cv-00441 (SDNY)	1/18/2022		
Display Technologies, LLC v. Sony Corporation Of America 1-22-cv-00488 (SDNY)	1/19/2022		

IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF DELAWARE

DISPLAY TECHNOLOGIES, LLC,

Plaintiffs,

v. : Civil Action No. 20-258-RGA

ASTON MARTIN, LLC,

:

Defendant.

ORDER

Plaintiff obtained a default (D.I. 12) and thereafter moved for a default judgment in this patent case. (D.I. 17). Plaintiff's motion was accompanied by the affidavit of Leigh Rothschild, a "principle" at Plaintiff. (*Id.*).

Mr. Rothschild explained why he thought a "reasonable award of damages" would be from \$75,000 to \$1,000,000. Mr. Rothschild cited in support "the attached preliminary claim chart and evidence of use (Exhibit A)." (D.I. 17-1 ¶ 5). No such Exhibit A was attached. The only facts offered (without providing the underlying supporting documents) were that Defendant's 2019 revenue was the equivalent of \$1,290,000,000, citing its annual report, and that patent licensing rates per "smallbusiness.chron.com" range from "3 to 6 percent of gross sales." Mr. Rothschild continued that a "conservative 3 percent royalty rate" combined with Defendant's use of the accused technology for at least five years would result in \$10,000,000 in damages, more or less. (*Id.* ¶ 8). Mr. Rothschild's math is less reliable than his spelling. I would think the minimum calculation using Mr. Rothschild's inputs should be \$1,290,000,000 x .03 x 5 = \$193,500,000.

Mr. Rothschild acknowledges that the "accused technology" is less than the "entire product base, as well as the fact that Plaintiff has been licensing the asserted patent(s) to other parties." So he suggests a reduction from \$10,000,000 to "\$75,000 to \$1,000,000." (*Id.* ¶ 9). I think it is safe to say that the back of the envelope analysis is completely insufficient.

Damages in a patent case are not easy to estimate or calculate. An expert gets paid hundreds of thousand of dollars to justify numbers that are usually a few orders of magnitude different from the other side's expert's calculation.

Nevertheless, to effectuate judgment I need to determine the amount of damages. Fed. R. Civ. P. 55(b)(2)(B). I am supposed to award "damages adequate to compensate for the infringement, but in no event less than a reasonable royalty." 35 U.S.C. § 284.

I asked Plaintiff for any settlement agreements in other cases filed in this District. I was provided with three settlement agreements (D.I. 22), one of which was against a defendant who makes automobiles and two of which were against defendants who (I think) make stereo systems. No settlement agreements were provided for four other cases (one of which had been transferred to another district and one of which was against a defendant who came in and out of bankruptcy during the case). Besides for the bankrupt and the transferee, the fact that the two other cases—both with automobile manufacturer defendants—ended without settlement agreements suggests that those cases ended essentially in "walk-away" agreements.

The three settlement agreements that were provided averaged \$19,167 as the amount of the settlement. (*Id.*). Pretty clearly, both from the course of proceedings I have seen in the cases filed by Plaintiff in this District and from the proceedings in this particular case, Plaintiff's business model does not involve actual litigation of cases, or the hiring of a damages expert. The goal is simply a "nuisance-value" settlement. On the other hand, it would seem anomalous that a

defendant who defaults should end up better off than a defendant who makes an appearance. A judgment at the bottom of Plaintiff's suggested range (*i.e.*, \$75,000) is unsupported speculation. But a *settlement* in line with the three settlement agreements (*i.e.*, \$20,000) seems to me to be what would likely have happened had Defendant appeared.

As much as I would like to enter a judgment for \$20,000 and close this case, I cannot on the basis of this record do so. While I think I have a better basis for determining the damages are \$20,000 than I would for Plaintiff's suggested range, it too is based on very little.

So, I think the motion for default judgment must be denied for lack of proof of damages.

The denial is without prejudice.

I will give Plaintiff an option as to how it wants to proceed. For example, if it wants to take discovery and develop a basis for a damages amount, I will permit that. Or, if it wants me to enter a nominal judgment of \$1, I will do that. Or, if it wants to dismiss the case, I will do that. Or perhaps it has some other possible plan.

The motion for default judgment (D.I. 17) is **DENIED** without prejudice.

Plaintiff is requested to submit a **STATUS REPORT** within **TEN** days explaining how it wants to proceed.

IT IS SO ORDERED this day of August 2021.

United States District Judge

PERKINSCOIE

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February 28, 2022

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VIA EMAIL: jay@kjpll.com; bkizzia@kjpllc.om

Jay Johnson
D. Bradley Kizzia
KIZZIA JOHNSON, PLLC
1910 Pacific Ave., Suite 13000
Dallas, TX 75201

Re: Display Technologies, LLC v. Informed Data Systems, Inc. d/b/a One Drop, Case No. 7:22-cv-00441 (SDNY) -

Notice of Exceptional Case Pursuant to Section 285

Jay and Brad:

Pursuant to 35 U.S.C. § 285, Informed Data Systems, Inc. d/b/a One Drop ("One Drop") notifies Display Technologies, LLC ("Display Tech") of fundamental defects in Display Tech's infringement allegations against One Drop concerning U.S. Patent No. 9,300,723 (the "'723 Patent"). See Nat'l Oilwell Varco, L.P. v. Omron Oilfield & Marine, Inc., 676 Fed. Appx. 967, 973 (Fed. Cir. 2017) (affirming attorney fee award where a party was placed on notice of its frivolous litigating position by the opposing party). One Drop has multiple defenses in this case. The deficiency set forth below is but one of many defenses available to One Drop. Through the facts and analysis set forth below, One Drop provides Display Tech with "early, focused and supported notice" of one example, of many other defenses, of why this case should be deemed exceptional if Display Tech refuses to dismiss the case. Stone Basket Innovations, LLC. v. Cook Med. LLC, 892 F.3d 1175, 1181 (Fed Cir. 2018). Accordingly, One Drop demands that Display Tech withdraw its suit within one week of receiving this letter. Should Display Tech refuse to do so, One Drop intends to seek its attorney fees and costs under Section 285 and as otherwise allowed.

I. The accused One Drop health application and Glucose monitor does not include a "digital media file."

In its complaint, Display Technologies asserts infringement of claim 1 of the '723 Patent against One Drop based on "the One Drop health application, One Drop Glucose monitor, associated software, hardware and/or apps, and similar products ("Product"). Complaint at Paragraphs 13-14. That claim recites numerous limitations that are not included in the accused Product, but one of those limitations is so fundamental and easily confirmed that Display Tech either knew or

Jay Johnson D. Bradley Kizzia February 28, 2022 Page 2

should have known about those differences had it conducted even a minimal pre-suit investigation.

Claim 1 of the '723 patent recites, for example:

- 1. A media system, comprising:
- at least one media terminal disposed in an accessible relation to at least one interactive computer network,
- a wireless range structured to permit authorized access to said at least one interactive computer network,
- at least one media node disposable within said wireless range, wherein said at least one media node is detectable by said at least one media terminal,
- at least one <u>digital media file</u> initially disposed on at least one of said at least one media terminal or said at least one media node, said at least one media terminal being structured to detect said at least one media node disposed within said wireless range,
- a communication link structured to dispose said at least one media terminal and said at least one media node in a communicative relation with one another via said at least one interactive computer network,

said communication link being initiated by said at least one media terminal,

said at least one media node and said at least one media terminal being structured to **transmit**said at least one digital media file therebetween via said communication link, and
said communication link is structured to bypass at least one media terminal security measure for
a limited permissible use of the communication link by the media node to only
transferring the at least one digital media file to, and displaying the at least one digital
media file on, the at least one media terminal.

('723 patent at 7:41--8:3) (emphasis added).) One Drop's accused Product does not comprise, transmit or display the claimed "Digital media file." The '723 patent specifically states that "[i]n particular, the digital media file(s) may include virtually any electronic file or data such as a digital photograph, video, audio, animation, text, or any other electronic document or object." *Id.* at 3:47-50. In addition, to gain allowance of the '723 patent, the applicant added claim limitations with the digital media file and then argued that these limitations distinguished over cited prior art disclosing transfer of HTTP data or email data. (see Response filed November 13, 2015.)¹ The online Free Dictionary defines "file" as it relates to computers as "[a] collection of data or program records stored as a unit with a single name." https://www.thefreedictionary.com/digital+file.

¹ Display Tech is estopped from using the doctrine of equivalents in an attempt to broaden these limitations.

Jay Johnson D. Bradley Kizzia February 28, 2022 Page 3

Quite differently, the One Drop accused Product records, transmits and displays only a measurement value. It is not stored, nor does it reside on a file system. And this measurement value has no name. This is a fundamental defect in Display Tech's assertion of the '723 patent against One Drop. And this is true without even considering the additional requirement that the claimed digital file is a digital media" file, requiring some type of "media," such as visual or audio content. A measurement value cannot be defined as "media" of any kind, which must require audio or visual content. Had Display Tech conducted even a minimal pre-suit investigation, it would have easily observed that the accused Product does not utilize digital media files in any way.

In sum, Display Tech has no Rule 11 basis for asserting the '723 patent. Display Tech either knew that the accused One Drop product does not infringe because it does not use digital media files, or Display Tech failed to conduct an adequate pre-suit investigation. Either way, One Drop demands that Display Tech immediately withdraw its allegations regarding the '723 patent.

II. Conclusion

The foregoing analysis sets forth one fundamental reason why Display Tech's lawsuit against One Drop is futile and should never have been filed. To be sure, One Drop has many other defenses in this case, but Display Tech and its counsel should have recognized this glaring hole in its case (as discussed above) had they conducted an adequate pre-suit investigation. Moreover, even if Display Tech and its counsel had been completely unaware of the foregoing prior to filing this suit, they are now on notice, and a party "must continually assess the soundness of pending infringement claims." *Taurus IP, LLC v. DaimlerChrysler Corp.*, 726 F.3d 1306, 1328 (Fed. Cir. 2013). As demonstrated above, Display Tech lacks any reasonable basis for asserting that One Drop infringes any valid and enforceable claim, so One Drop demands that Display Tech dismiss its complaint within one week of the date of this letter. If Display Tech persists, One Drop will, at the appropriate time, seek its attorneys' fees and costs.

Very truly yours,

M. lig July

M. Craig Tyler





Glucose Meter Kit.

Clinically effective and FDA approved, the One Drop Bluetooth-enabled glucose meter sets the standard for simple, effective diabetes self-care. Get a reading in just five seconds.

Accent Color: Orange ♥

QTY

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\$49.99 USD

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Free shipping

What's Included

One Drop Starter Kit One Drop Starter Kit



Bluetooth Glucose Meter



Lancing Device





Test Strips (25 ct)



Lancets (10 ct)



Carry Case







Bluetooth Glucose Meter

Details

Glucose Meter 2.75 in x 1.25 in x 0.5 in

Bluetooth-enabled

Clinically tested and FDA approved

Vacuum Metalized Polycarbonate ABS Lancing Device 3.75 in x 0.75 in

Compatible with 33G Sterile Single-use Lancets

Vacuum Metalized Polycarbonate ABS Carry Case 3.25 in x 2.25 in x 1.25 in

Vegan Leather

Power Source

Two CR2032 Batteries (included)

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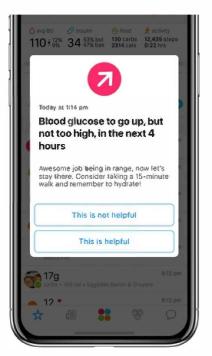


Bluetooth enabled Get wireless readings

The One Drop glucose meter is Bluetooth enabled. Send your readings to the One Drop app automatically.

Review your data anytime. Instantly share glucose reports with your healthcare team!





Powerful insights

Make empowered decisions

One Drop delivers personalized insights and advice based on your health profile and glucose data. Learn how your diet, exercise, and other behaviors affect your glucose, all in the One Drop app.

Read more >



Accurate and reliable

Trust your numbers

The One Drop glucose meter is FDA-approved and recognized as one of the most accurate meters on the market. Accuracy has been confirmed in both clinical and laboratory settings.

Learn more about accuracy >





Ten times better than...

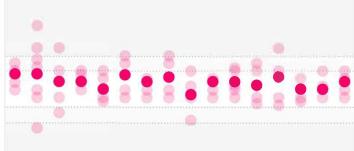
Whatever you're doing right now.

One Drop brings ease, convenience, and affordability to diabetes care. Sign up today to lower your numbers and manage your diabetes **stress-free**!

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Blood Glucose Meter Accuracy

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One Drop Guide to Checking Blood Sugar

Everyone with diabetes needs to check their blood sugar. It can be a pain, but the truth is – it's one of the best things...

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How to set up and sync your One Drop glucose meter (iOS and Android)

onedrop.today/blogs/support/meter-setup

Watch our setup video for step-by-step instructions.

If you're setting up your One Drop meter for the first time, make sure that your phone software and One Drop app are up to date.

If you don't have the One Drop app, download it for free on your iOS or Android device.

In order for readings to upload automatically from your device to the One Drop app, your device must be within a few feet of your phone. You will also need to confirm that One Drop has permission to connect via Bluetooth. Your phone must be running the latest version of iOS or Android for Bluetooth permissions to work.

Note for iPhone users:

After downloading the One Drop app, a pop-up will appear asking you for permission to sync with Bluetooth accessories. Say OK and follow the on-screen instructions.

If you accidentally dismissed the pop-up, no worries! Simply follow these instructions to grant permission:

- 1. On your iPhone, go to Settings.
- 2. Scroll down to where all your apps are listed and select One Drop.
- 3. Toggle Bluetooth ON.

To set up your meter for both iOS and Android, follow these steps:

- 1. Make sure your phone's Bluetooth is turned on and your meter is within a few feet of your phone.
- 2. Open the One Drop app.
- 3. Choose the profile icon in the upper right to visit My Account.
- 4. Choose Set Up a Connected Device, then Glucose Meter.
- 5. Select the One Drop meter from the list of glucose meters.
- 6. Press and hold the power button on your glucose meter until a Bluetooth symbol flashes on the meter screen.
- 7. Look for a checkmark on your meter.

You're connected!

Using your One Drop glucose meter

Check your blood sugar using your One Drop meter and watch the results automatically transfer to the One Drop app.

Your device should remember your meter. You do not need to pair your meter to your device each time you check your blood sugar. Note that when your glucose meter is not actively taking a reading, the meter will appear as "not connected" in your list of Bluetooth devices.

To confirm your device and meter are still paired, check your phone's Bluetooth settings. You should see ONEDROP in your devices list. It does not need to be connected to sync readings to your app.

If you checked your blood sugar prior to setup, those meter readings will not transfer to the One Drop app.

Non-transferable readings will display a line next to the glucose value, rather than a time and date. You can manually add blood sugar readings you took prior to setup by selecting the icon in the lower left, then selecting Glucose.



If you experience any difficulties, please reach out to us by calling <u>1-800-437-1474</u> (US/CA) (+44 808-164-8300 for UK/EU customers) or emailing us at <u>support@onedrop.today</u>. Support hours are 9:30 a.m. - 5:30 p.m. ET Monday through Friday.

Updated: November 17, 2021

EAST Search History

EAST Search History (Prior Art)

Ref #	Hits	Search Query	DBs	Default Operator	Plurals	Time Stamp
L1	3	(("20050226254") or ("20040133631") or ("20100063670")).PN.	US- PGPUB; USPAT; USOCR		OFF	2015/08/09 18:14
L2	31374	709/227	US- PGPUB; USPAT	OR	OFF	2015/08/09 20:26
L3	661	H04L63/00.CPC.	US- PGPUB; USPAT	OR	OFF	2015/08/09 20:27
L4	45	((Amit) near2 (Garg)).INV.	US- PGPUB; USPAT; USOCR		OFF	2015/08/09 20:29
L5	53	((Tom) near2 (Brown)).INV.	US- PGPUB; USPAT; USOCR		OFF	2015/08/09 20:29
S2	1	"8671195"	US- PGPUB; USPAT	OR	OFF	2015/08/06 14:00
S39	21	((tcp ip protocol\$5) with (avoid\$5 detour\$5 bypass\$6) with (password\$5 key? firewall\$5)) and ((transfer\$5 transmit\$6 send\$5) with (video audio multimedia media) with (mobile portable handheld\$5 cellular\$5 cellphone\$5))	US- PGPUB; USPAT	OR	OFF	2015/08/06 22:15
S40	10	S39 and @ad< "20071207"	US- PGPUB; USPAT	OR	OFF	2015/08/06 22:15
S41	2	"20100063670"	US- PGPUB; USPAT	OR	OFF	2015/08/06 22:33
S43	285	((tcp ip protocol\$5) with bypass\$6 with (password\$5 key? firewall\$5))	US- PGPUB; USPAT	OR	OFF	2015/08/06 22:35
S4 5	2	(("6240533") or ("20050240906")).P N .	US- PGPUB; USPAT; USOCR		OFF	2015/08/06 22:40
S49	12	("20060161394" "20060059265" "20080271135" "20070094725" "20060170957" "20020051463" "20050226254" "20050097197") and (bypass\$5 avoid\$5)	US- PGPUB; USPAT	OR	OFF	2015/08/06 22:51
S54	2	("20060161394" "20060059265" "20080271135" "20070094725" "20060170957" "20020051463"	US- PGPUB; USPAT	OR	OFF	2015/08/06 22:59

Case 1:22-cv-00441-JMF Document 20-1 Filed 03/14/22 Page 27 of 28 "20050226254" "20050097197") and (bypass\$5 avoid\$5) and failsafe\$5 S60 321 ((tcp protocol\$5) with (avoid\$5 detour\$5 US-OR OFF 2015/08/07 bypass\$6) with (password\$5 key? PGPUB: 18:33 **USPAT** firewall\$5)) and (mobile portable handheld\$5 cellular\$5 cellphone\$5) S61 151 S60 and @ad< "20071207" US-OR OFF 2015/08/07 PGPUB; 18:33 USPAT US-S62 481 ((tcp protocol\$5) with (avoid\$5 detour\$5 OR OFF 2015/08/07 bypass\$6) with (password\$5 key? PGPUB: 18:33 firewall\$5)) **USPAT** S63 248 S62 and @ad< "20071207" US-OR OFF 2015/08/07 PGPUB; 18:34 **USPAT** 321 US-OR OFF S65 ((tcp protocol\$5) with (avoid\$5 detour\$5 2015/08/08 bypass\$6) with (password\$5 key? PGPUB: 14:52 firewall\$5)) and (mobile portable **USPAT** handheld\$5 cellular\$5 cellphone\$5) S66 151 S65 and @ad< "20071207" US-OR OFF 2015/08/08 PGPUB; 14:52 **USPAT** S68 151 (avoid\$5 detour\$5 bypass\$6) and S66 US-OR OFF 2015/08/08 PGPUB: 14:53 **USPAT** 481 ((tcp protocol\$5) with (avoid\$5 detour\$5 US-OR OFF 2015/08/08 S69 PGPUB; bypass\$6) with (password\$5 key? 14:53 firewall\$5)) **USPAT** (avoid\$5 detour\$5 bypass\$6) and S69 and S70 248 US-OR OFF 2015/08/08 @ad< "20071207" PGPUB: 14:53 USPAT S77 '20100031339" US-OFF 2015/08/08 OR PGPUB: 14:59 **USPAT** S80 5406 ((avoid\$5 bypass\$6) near5 (password\$5 US-OR OFF 2015/08/08 firewall\$5 secur\$6)) and ((media PGPUB: 15:02 multimedia audio video) near18 (distribut\$6 **USPAT** transmit\$6 transfer\$6 send\$6)) 1151 S80 and @ad< "20071207" and bypass\$6 US-OFF S81 OR 2015/08/08 PGPUB: 15:02 **USPAT** S82 153 ((avoid\$5 bypass\$6) near5 (password\$5 US-OR OFF 2015/08/08 firewall\$5)) and ((media multimedia audio PGPUB; 15:03 USPAT video) near18 (distribut\$6 transmit\$6 transfer\$6 send\$6) with (mobile portable handheld\$5 cellular\$5 cellphone\$6)) S83 S82 and @ad< "20071207" and bypass\$6 OR OFF 2015/08/08 21 US-PGPUB: 15:03 **USPAT** OFF S86 5060 ((avoid\$5 bypass\$6) near5 (password\$5 US-OR 2015/08/08 firewall\$5 secur\$6)) and bypass\$5 and PGPUB: 15:12 @ad< "20071207" **USPAT** S87 1019 S86 and ("701"/\$ "709"/\$ "370"/\$ US-OR OFF 2015/08/08 "455"/\$).ccls. PGPUB; 15:12 **USPAT** \$86 and ("701"/\$ "709"/\$ "370"/\$ US-OR S89 258 OFF 2015/08/08 '455"/\$).ccls. and (peer\$5 "p2p") PGPUB: 15:15

USPAT

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S90	3932	((avoid\$5 bypass\$6) near5 (password\$5 firewall\$5))	US- PGPUB; USPAT	OR	OFF	2015/08/08 18:00
S91	675	\$90 and ("701"/\$ "709"/\$ "370"/\$ "455"/\$).ccls. and @ad<"20071207"	US- PGPUB; USP A T	OR	OFF	2015/08/08 18:00
S92	336	\$90 and ("701"/\$ "709"/\$ "370"/\$ "455"/\$).ccls. and @ad<"20071207" and bypass\$6	US- PGPUB; USP A T	OR	OFF	2015/08/08 18:01
S102	2	"20100063670"	US- PGPUB; USP A T	OR	OFF	2015/08/08 23:56

8/9/2015 8:30:04 PM

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